



LEGAL ASPECTS OF IMPLEMENTING SALES OF ELECTRICITY SERVICES IN INDONESIA CARRIED OUT BY PT. PLN TO CONSUMERS

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ABSTRACT

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One of the national scale needs is the availability of electric power for various purposes. However, the problem that arises is that there are consumers who feel disadvantaged due to the electricity cut off by PT. PLN as the provider of electricity services to consumers. The formulation of the research problem is what are the legal aspects of implementing the sale of electricity services in Indonesia carried out by PT. PLN to Consumers?, What are the factors that cause civil disputes between electricity service providers PT. PLN with Consumers?, and How to resolve the problem of electricity disconnection carried out by PT. PLN towards consumers? This research is empirical juridical research, which in other words is a type of sociological legal research and can also be called field research, namely studying the applicable legal provisions and what happens in reality in the field or in society by conducting interviews at BPSK Medan City related to research title. In this research it can be concluded that the legal aspects of implementing the sale of electricity services in Indonesia carried out by PT. PLN to Consumers is an aspect of the requirements for the legal sale and purchase of electricity services in Indonesia carried out by PT. PLN to consumers who must follow the conditions for the validity of the agreement as in Article 1320 of the Civil Code, Factors causing civil disputes between electricity service providers PT. PLN with consumers is due to the factor that one of the parties is in default and the factor that there is an unlawful act, and Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection is an embodiment of consumer protection in Indonesia and Business Actors



INTRODUCTION

Electricity is a means that plays an important role in National Development, because it is the infrastructure needed to support production in various sectors. Electric power is an infrastructure needed by the people to support their daily life activities. Electricity is a very important human need, especially when used to support the field of electronic technology. Electricity in Indonesia began at the end of the 19th century, the supply of electrical energy in Indonesia is still managed by the State-Owned Enterprise (BUMN), namely PT. PLN. This state-owned electricity company has made a big contribution in supplying electricity needs for the community in order to improve the quality of service and improve performance, so PT. PLN implements the Good Corporate Governance (GCG) program as mandated in the Regulation of the Minister of State for BUMN Number Per-01/MBU/2011 concerning the implementation of Good Corporate Governance (GCG) in BUMN.

Humans need many needs to support their lives in this world. Humans will always need goods and objects that are used as support in carrying out their daily activities, such as the need for lighting, and to power various electronic goods which are growing rapidly along with the development of the times accompanied by increasingly complex human needs. Therefore, the availability of electricity must be guaranteed so that it can carry out its function as a driver and backbone of the national economy, thus electric power is a branch of production that controls the lives of many people. This is an obligation and a form of government responsibility to the Indonesian people. In this case, the people should not be harmed, for example in making an electricity installation agreement between an electricity service seller, in this case PT. PLN with consumers.

So far, the state and the electricity sector in Indonesia cannot actually be separated, because the relationship between the two is rooted in what is mandated by the Constitution regarding economic democracy in order to realize the hope of economic independence for the Indonesian nation. Contained in Article 33 of the 1945 Constitution of the Republic of Indonesia (UUD 1945) 3rd Amendment, it can be seen that the economic constitutional style is contained in it. Article 33 paragraph (2) of the 1945 Constitution indirectly contains regulations regarding control of the electricity sector in Indonesia which are rooted in believed values. The text of Article 33 paragraph (2) of the 1945 Constitution is as follows: "Branches of production which are important for the state and which affect the lives of 3 people are controlled by the state".

Looking further at the meaning of the term "controlled" by a state, which is not specifically interpreted in the explanation, makes it possible to interpret the meaning and scope of the meaning contained therein. The explanation above can be understood to mean that the implementation of electricity in Indonesia must be carried out in accordance with applicable law, or in other words, the relationship between the seller of electricity services, in this case PT. PLN and consumers have a civil relationship in the form of an agreement to provide services and receive services. According to Article 1 paragraph (2) of Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, which states that a consumer is every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other people or other living creatures and not for trade. Furthermore, it is emphasized in the preamble to Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, stating that the development of the national economy in the era of globalization must be able to support the growth of the business world so that it is able to produce various goods and/or services that contain technological content that can improve people's welfare. much and at the same time obtain certainty regarding goods and/or services obtained from trade without causing consumer losses. As viewed from the perspective of state administration, according to Ridwan HR in his book entitled State Administration Law, he states that "the government can use civil law instruments as an alternative or way to carry out government duties, without having to place itself in an equal legal relationship with other parties. .

So it can be understood that PT. PLN is part of a State-Owned Enterprise which essentially plays



the role of an extension of the state in serving public interests in the electricity sector. An agreement is a conformity of will between one or more people and another party and thus the measuring tool for achieving a harmony of will are the statements that have been made by both parties. This means that in the sector providing electricity services by PT. PLN to the public as consumers automatically has a legal agreement between the two parties. The agreement in question is seen from the perspective of electricity service providers who have an obligation to provide electricity networks to consumers. As for the formulation of the problem of this research, what are the Consumer Rights according to the Consumer Protection and Electricity Law? What is the Authority of the Consumer Dispute Resolution Agency in Resolving Consumer Disputes? On the other hand, consumers have the obligation to pay electricity bills according to the nominal amount and the specified time. However, the problem that often arises is the loss experienced by consumers due to non-fulfillment of the respective rights and obligations that bind electricity service sellers to consumers or consumers. That the problem that arises is that there are consumers who feel disadvantaged due to the electricity cut off by PT. PLN towards Consumers. Based on the description above, the author is interested in conducting research in the form of an undergraduate thesis with the title "Resolving the Problem of Power Cuts Performed by PT. PLN on Consumers."

METHOD

Nature of Research This research is descriptive research. Descriptive research aims to accurately describe the characteristics of an individual, circumstances, symptoms or 10 Deviana Yuanitasari, The Existence of BPSK (Consumer Dispute Resolution Agency) in Supervising the Inclusion of Standard Clauses in the Indonesian Consumer Protection Legal System, IUS Journal, Volume 7, Number 3, 2019, matter. 427. 18 certain groups, or to determine the spread of a symptom, or to determine whether there is a relationship between a symptom and others in society. **Type of Research** This type of research is empirical juridical research. Empirical juridical research analyzes problems by combining legal materials (which are secondary data) with primary data obtained in the field. In relation to this, this definition means that empirical juridical research on existing events or realities is carried out either by direct interviews or looking at events based on facts related to the role of the Medan City Consumer Dispute Resolution Agency in resolving power cuts carried out by PT. PLN towards consumers. **Data Collection Method** The data collection method is carried out by conducting research.

RESULTS AND DISCUSSION

1. Consumer Rights according to the Consumer Protection and Electricity Law

Basically, the legal relationship between PT. PLN with Customers created from a sales and purchase agreement where the sale and purchase in question is "Sales and purchases of electric power", where PT. PLN as a Business Actor and Customer who becomes a consumer and is marked by filling in biodata by the customer, signing an Electricity Purchase Agreement (SPJBTL), and signing minutes of the installation of measuring equipment and barriers. An agreement that determines the birth of a sale and purchase agreement means that the sale and purchase agreement is a consensus agreement, which means that with consensus the agreement is born. This agreement also reflects that the parties, namely the seller and the buyer, have mutually accepted the certainty of the object and the amount of the price. 13 It can be understood that the sale and purchase event is regulated in Articles 1457 to 1540 of the Civil Code. According to Article 1457 of the Civil Code, sale and purchase is an agreement, whereby one party binds himself to 13 Moch, Isnaeni, Sale and Purchase Agreement, PT Refika Aditama, Jakarta, 20 hand over an object and the other party to pay the promised price. In general, the process of buying and selling can be known based on the provisions contained in Article 1458 of the Civil Code, including:

- a. If both parties have agreed on the price and goods, even though the goods have not been delivered and the price has not been paid, the sale and purchase agreement is considered finished.
- b. Buying and selling that uses a trial period is considered to occur temporarily. Since the sale and purchase agreement is approved in this way, the seller continues to be bound, while the buyer will only be bound if the trial period has passed and they have agreed.
- c. Since the down payment was received in the purchase with the down payment. Both parties cannot cancel the sale and purchase agreement, even if the buyer leaves the down payment with the seller, or



the seller pays the down payment back to the buyer. The sale and purchase has occurred and is binding when an agreement is reached between the seller and the buyer regarding the object and price as an essential element of the sale and purchase agreement. When the seller and buyer agree regarding the object and price, when that also occurs and is legally binding on both parties party.

Then, I Ketut Oka Setiawan is of the view that buying and selling is a consensual agreement, meaning that it is created as a valid agreement (binding on the parties) when an agreement is reached between the seller and the buyer regarding the basic elements (essential), namely regarding goods and prices. The consensual nature of this sale and purchase is stated in Article 1458 of the Civil Code which states that the sale and purchase is deemed to have occurred between the two parties, as soon as these people reach an agreement regarding the object and its price, even though the object has not been handed over, nor the price has been paid.

In the discussion of the previous chapter, it was explained that electricity is everything that concerns the supply and utilization of electric power as well as businesses supporting electric power. Electrical power can be defined as a form of secondary energy that is generated, transmitted and distributed for all kinds of purposes, but does not include electricity used for communications, electronics or signaling. So it can be interpreted that the agreement implemented between PT. PLN (Persero) with the Customer is a type of sale and purchase agreement, this is in accordance with the provisions of Civil Law contained in Article 1457 of the Civil Code which determines that an agreement with which one party 2015, p. 159. 25 binds himself to deliver an item, and the other party to pay the promised price."

The sale and purchase agreement was executed between PT. PLN Persero with customers is a sale and purchase of electricity, which is generally in writing, which is supported by SPJBTL (Electricity Sale and Purchase Agreement Letter). This letter functions as proof that an electricity purchase and sale agreement has been entered into as well as indicating that the agreement between the two parties is valid. Parties, the SPJBTL (Electricity Purchase Agreement Letter) also states the rights and obligations of the Parties. From the explanations above, it can be seen that with the establishment of a legal relationship between PT. PLN (Persero) and customers give rise to legal consequences, where such events bind both parties in a sales and purchase agreement. If one of the two parties defaults, the business actor and consumer must be responsible for the losses suffered. Thus, it can be concluded that in the implementation of the electricity purchase and sale agreement, PT. PLN (Persero) is a business actor that provides electricity to customers where the customers themselves are consumers who receive electricity distributed by PT. PLN and an agreement has been reached between the two parties through an agreed sale and purchase agreement. So electricity can be considered a basic need that is very important and influences all activities of the people and government. Moreover, in the modern era, almost all activities in the economic, defense and security, political, cultural and social fields use technology-based equipment that requires an electrical energy source as a means of supporting activities and productivity. Electric power, as one of the results of utilizing natural resources, has an important role for the country in realizing the achievement of national development goals. In accordance with the mandate of Law Number 20 of 2002 concerning Electricity which places PLN (Persero) as the Electricity Business Authorization Holder (PKUK). One of the pillars of the national economy is the legal entity form of a Company Company (Persero) based on Government Regulation Number 23 of 1994 concerning the Transfer of the State Electricity Public Company (PERUM), then changed the form of the business entity, namely, to a Company Company (Persero).

2. Authority of the Consumer Dispute Resolution Agency in Resolving Consumer Disputes

Electrical power has a very important and strategic role in realizing national development goals, so efforts to provide electric power need to continue to be improved in line with development developments so that electric power is available in sufficient quantities, evenly distributed and of good quality. To fulfill various human needs in social life, one individual is always in contact with other individuals, and vice versa in a reciprocal manner. In Indonesian law, the reciprocal relationship between two individuals is known as an engagement. An engagement is a legal relationship between two individuals or two parties, where one party demands something or an achievement from another party and the other party is obliged to fulfill these demands. 23 The civil law clearly explains the rights and obligations of sellers in buying and selling transactions, as regulated in Article 1473. The Rights and Obligations of Consumers are:

- a. Consumer Rights (Article 4 Consumer Protection Law):
 - 1) The right to comfort, security and safety in consuming goods and/or services;
 - 2) The right to choose goods and/or services and obtain these goods and/or services in accordance with the exchange value and conditions and guarantees promised
 - 3) The right to correct, clear and honest information regarding the condition and guarantee



- of goods and/or services;
- 4) The right to have opinions and complaints heard regarding the goods and/or services used;
 - 5) The right to obtain appropriate advocacy, protection and efforts to resolve consumer protection disputes;
 - 6) The right to receive consumer guidance and education;
 - 7) The right to be treated or served correctly and honestly and not in a discriminatory manner;
 - 8) The right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be;
 - 9) Rights regulated in other statutory provisions.
- b. Consumer Obligations (Article 5 of the Consumer Protection Law), namely:
- 1) Read or follow information instructions and procedures for the use or utilization of goods and/or services, for the sake of safety and security;
 - 2) Have good faith in carrying out transactions to purchase goods and/or services;
 - 3) Pay according to the agreed exchange rate;
 - 4) Follow appropriate legal resolution efforts for consumer protection disputes.
- The rights and obligations of PT. PLN, namely: 1. Rights of Business Actors (Article 6 of the Consumer Protection Law):
- a. The right to receive payment in accordance with the agreement regarding the conditions and exchange value of goods and/or services traded;
 - b. The right to obtain legal protection from consumer actions with bad intentions;
 - c. The right to self-defense is appropriate in the legal resolution of consumer disputes;
 - d. The right to rehabilitate one's good name if it is legally proven that the consumer's loss was not caused by the goods and/or services being traded;
 - e. Rights regulated in other statutory provisions.
3. Obligations of Business Actors (Article 7 of the Consumer Protection Law):
- a. Have good faith in carrying out business activities;
 - b. Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair and maintenance
 - c. Treating or serving consumers correctly and honestly and not discriminatory;
 - d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services
 - e. Providing opportunities for consumers to test, and/or try certain goods and/or services as well as providing guarantees and/or warranties for goods made and/or traded.
 - f. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services.
 - g. Providing compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement. Therefore, the occurrence of the electricity purchase agreement transaction means that PT. PLN and the consumer agree to the provisions contained in the electricity purchase and sale agreement and understand their respective responsibilities, rights and obligations. Apart from that, the enactment of Law Number 30 of 2009 concerning Electricity can help and realize the rights and obligations of the parties and guarantee legal certainty for the parties involved in implementing electricity purchase and sale agreements.

CLOSING

1. Legal aspects of the implementation of sales of electricity services in Indonesia carried out by PT.



PLN to Consumers is an aspect of the requirements for the legal sale and purchase of electricity services in Indonesia carried out by PT. PLN to consumers who must follow the conditions for the validity of the agreement as in Article 1320 of the Civil Code, aspects of the use of standard clauses in electricity sales and purchase contracts, as well as aspects of freedom of contract in relation to the Consumer Protection Law. 4. Factors causing civil disputes between electricity service providers PT. PLN with consumers is due to the factor that one of the parties is in default and the factor that there is an unlawful act. Apart from that, other causal factors are misuse of electricity, where consumers commit fraudulent acts by stealing electricity, there are accusations or suspicions of PT. PLN to consumers, which caused PT. PLN cut off electricity to consumers so that consumers objected, and the additional power factor was carried out by consumers in a way that was against the law. The legal basis for dispute resolution carried out by 64 65 BPSK is Law Number 8 of 1999 concerning Consumer Protection, Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001 concerning Implementation of Duties and Authorities of the Consumer Dispute Resolution Agency, and Presidential Decree Number 90 of 2001 concerning the Establishment of BPSK in the Medan City Government, Palembang, Central Jakarta, West Jakarta, Bandung.

2. Solving the problem of electricity disconnection carried out by PT. BPSK Medan City is carrying out mediation to find common ground between the parties to the dispute, carrying out surveys in the field. If mediation cannot be achieved, an Arbitration Award will arise. This is carried out in accordance with the provisions of Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection.

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